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AUSCRIPT

TRANSCRIPT OF PROCEEDINGS

O/N 3100

TASMANIAN INDUSTRIAL COMMISSION

COMMISSIONER T.J. ABEY

T No 12715 of 2006

POLICE AWARD

**Application pursuant to the provisions of
section 23(2)(b) of the Industrial Relations Act 1984
by the Police Association of Tasmania to vary the
above award re expense-related allowances**

HOBART

2.15 PM, MONDAY, 10 JULY 2006

**This transcript was prepared from tapes recorded
by the Tasmanian Industrial Commission**

PN1

MRS A. SMITH: I appear for the Police Association of Tasmania.

PN2

MR T. MARTIN: I appear on behalf of the Commissioner for Police.

PN3

THE COMMISSIONER: Yes, thank you, Mr Martin. Mrs Smith, your application?

PN4

MRS SMITH: Yes, thanks Commissioner. This application relates to the usual review of expense-related allowances contained within the Police Award and there is some minor variations to the defence leave provisions at clause 16(4) of the award. The variation to the expense allowances relates to monetary amounts, the essence of the clauses remain the same. The agency has indicated that it consents to the variation of the Police Award as per the application. The monetary amounts have been adjusted in accordance with the consumer price index adjustment calculated for the period March 2005 to March 2006 and the consumer price index adjustment for that period is calculated at 3 per cent. I seek to tender the method of calculation to arrive at the percentage claim, together with the document downloaded directly from the Australian Bureau of Statistics website, which indicates the changes to the indices in the relevant quarters.

PN5

THE COMMISSIONER: Yes. We will mark that A1. Thank you.

EXHIBIT #A1 DOCUMENT RE METHOD OF CALCULATION OF PERCENTAGE CLAIM PLUS WEBSITE DOCUMENTS

PN6

MRS SMITH: The formula for determining the increases was subtracting the previous March quarter index points of the weighted average of the eight capital cities from the current March quarter, thereby establishing an increase of 3 per cent. The defence leave provisions have once again been reviewed and amended. Clause 16(4)(1)(a) has been varied to state that the leave may be granted. Currently it is an outright entitlement and this goes back to the days when joining the reserves meant a compulsory two week training camp, therefore it was an established entitlement at that time. Defence force training has evolved with the times and training is carried out in a variety of ways in this day and age. Hence, there is no longer any reference to attendance at training camp in this subclause. It is now simply - so it now simply states:

PN7

That the leave is taken for the purpose of enabling the member to undertake defence force service.

PN8

The amount of leave to be taken has also been clarified to reflect current practice and that is:

PN9

That the period of leave may be taken in one or more periods during the year.

PN10

This new wording is the same and - the new wording relating to the taking of one or more periods is the same - that is currently worded in clause 16(4)(2). Clause 16(4)(1)(b) has not been varied. Clause 16(4)(2) has been varied to state:

PN11

That the leave granted for the member is to undertake defence force service.

PN12

And this is similar to what I have just stated. The current wording specifies reasons for defence leave, force leave, such as parades, drills, class, attendance at military school etcetera and similar to clause 16(4)(1), those words are no longer contemporary. The new words eliminate specifics, thereby avoiding unnecessary administrative delays and angst over interpretations, so the new wording will simply reflect:

PN13

That the member is taking leave for the purpose of undertaking defence force service.

PN14

The term "undertake defence force service" is also currently used in the leave provisions for defence force purposes in the State Service Regulations. The new words in both clause 16(4)(1) and 16(4)(2), in our view, clarify the issues we have been experiencing with these clauses.

PN15

The only variation to clause 16(4)(3) is, once again, tidying up the issue of being able to take that leave in one or more periods during the year, the same variations spoken to about previously, in 16(4)(1). That concludes the explanation of the variations sought. I must acknowledge Mr Martin, on behalf of the agency, who has been willing to discuss and consider the issues with the defence leave provisions, which has lead to the agreed outcomes here today.

PN16

In summary, I believe, that the wage fixing principles are satisfied and that these expense related allowances exist and there is the economic capacity to pay. Further, I believe the application is consistent with the principles of the Commission and does not offend the requirements of section 36 of the Act,

relating to public interest considerations. I respectfully submit that the date of operation be effective from the full first pay period after the date of determination. Mr Martin has informed me that the agency is able to manage the change with a minimum of bother and that concludes my submission. Commissioner, thank you.

PN17

THE COMMISSIONER: Thank you. Mr Martin.

PN18

MR MARTIN: Thank you, Commissioner, and thank you Mrs Smith for those kind words. Yes, Commissioner, the Commissioner for Police certainly supports the expense allowance movements in line with the general protocols that have been established for some time now. The rates have been checked by departmental officers and the department has the capacity to meet those additional expenses.

PN19

The defence service leave, I believe is a positive move with our organisation making more contemporary the actual terminology that a modern day organisation is moving towards. Certainly it is in line with the Defence Reserve Service Protection Act 2001, which talks about the defence service, so we have made quite a quantum leap and I think it is a positive move that the Police Association have actually come and asked for the terminology change and I think it will only lead to a smoother interchange between Tasmanian Police and the defence service. So I would commend that variation to you as well, Commissioner. If the Commission pleases.

PN20

THE COMMISSIONER: Yes. Thank you, Mr Martin. And I am pleased to hear that these changes can be accommodated without a great deal of bother. Having heard the parties, I am satisfied that the application is consistent with both the wage fixing principles and the public interest requirements of the act. The application is granted and the award will be varied to be operative from the beginning of the first pay period to commence on or after 10 July 2006. A formal decision to that effect will be issued in the next few days. The Commission stands adjourned.

ADJOURNED INDEFINITELY

[2.20pm]

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